

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0300-03-R-4019	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BRENDA M. HALL - Contract Specialist		b. TELEPHONE NUMBER (No collect calls) (215) 737-4225		6. SOLICITATION ISSUE DATE 19 MAR 03 8. OFFER DUE DATE/LOCAL TIME 11 APR 03 / 3 PM	
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE, BUILDING 6 PHILADELPHIA, PA 19111				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 2051 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. THIS ACQUISITION IS <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY SEE BLOCK 9			
17a. CONTRACTOR/OFFEROR				18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
		ORDERING PERIOD: 05 MAY 2003 - 30 APRIL 2004					
		DELIVERY PERIOD: 07 MAY 2003- 03 MAY 2004					
		BASE YEAR PLUS ONE (1) YEAR OPTION					
		(Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SHARON PIECYK	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE SIGNED		38. S/R ACCOUNT NUMBER	
						39. S/R VOUCHER NUMBER	
						42a. RECEIVED BY (Print)	
						42b. RECEIVED AT (Location)	
						42c. DATE REC'D (YY/MM/DD)	

PerFORM (DLA)

STANDARD FORM 1449 (EG) (10-95)
Prescribed by GSA FAR (48 CFR) 53.212

ITEMS TO BE PROCURED: Milk & Dairy Products**REQUIREMENTS FOR:**

Andrews AFB, MD; Bolling AFB, DC, Malcolm Grow Medical Center; MCB Quantico, VA; Henderson Hall, Arlington, VA; Marine Barracks, DC; Ft. George G. Meade, MD; USNS Annapolis, MD; NAS Patuxent River, MD; St. Elizabeth's Hospital, DC; Walter Reed Medical Center

<u>ORDERING PERIOD (Base year):</u>	05 May 2003– 30 April 2004
<u>DELIVERY PERIOD (Base year):</u>	07 May 2003 – 03 May 2004
<u>ORDERING PERIOD (Option year):</u>	03 May 2004 – 29 Apr 2005
<u>DELIVERY PERIOD (Option year):</u>	05 May 2004 – 05 May 2005

This entire acquisition is unrestricted. The Troop Issue portions are unrestricted with evaluation preference for HubZone Small Business Concerns.

MINIMUM/MAXIMUM QUANTITIES: See: Clause 52.216-22 Indefinite Quantity

The quantities shown in "Section B" represent the quantities estimated to be ordered over the delivery period. Offers will be evaluated based on the estimated quantities.

The estimated total contract dollar amount will be calculated based on the aggregate unit prices for all items at the estimated quantities. Actual quantities ordered may vary among the line items.

The contract minimum amount to be ordered under any contract(s) is 25% of the total estimated contract dollar amount.

The maximum amount which can be ordered under the contract(s) is 25% over the estimated contract dollar amount.

NOTE: PLEASE INCLUDE A COPY OF YOUR WHOLESALE PRICE LIST ALONG WITH YOUR OFFER.

GROUP I: Andrews AFB, MD; Bolling AFB, DC, Malcolm Grow Medical Center; MCB Quantico, VA; Henderson Hall, Arlington, VA; Marine Barracks, Washington D.C.; Ft. George G. Meade, MD; House of Four Hats; USNS Annapolis, MD; NAS Patuxent River, MD (MWR); St. Elizabeth's Hospital, DC; Walter Reed Medical Center

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
MILK, WHOLE					
1.	8910-01-E11-0532 HALF PINT Product code:_____	22,500	1/2 PT	_____	_____
2.	8910-01-E11-0535 HALF GALLON Product code:_____	5,600	1/2 GL	_____	_____
MILK, LOWFAT (1%)					
3.	8910-01-E11-0539 HALF PINT Product code:_____	26,700	1/2 PT	_____	_____
4.	8910-01-E11-0544 GALLON Product code:_____	385	GL	_____	_____

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
MILK, LOWFAT (1%)					
5.	8910-01-E11-2160 (Unit: GL)	1,790			
6.	8910-01-E11-2161 (Unit: CO)	1,664			
	BULK 5 GALLON BAG-IN-BOX CONTAINER	3,454	GL	_____	_____
	Price per 5 GL BIB: _____				
	Product code: _____				
MILK, LACTOSE FREE, LOWFAT (1%)					
	8910-01-E11-4003				
7.	QUART	149	QT	_____	_____
	Product code: _____				
MILK, REDUCED FAT (2%)					
	8910-01-E11-0546		1/2		
8.	HALF PINT	6,050	PT	_____	_____
	Product code: _____				
	8910-01-E11-0548		1/2		
9.	HALF GALLON	8,290	GL	_____	_____
	Product code: _____				
10.	8910-01-E11-2163 (UNIT: GL)	490			
11.	8910-01-E11-2152 (UNIT: CO)	4			
	BULK 5 GALLON BAG-IN-BOX CONTAINER	494	GL	_____	_____
	Price per 5 GL BIB: _____				
	Product code: _____				

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
MILK, SKIM (NONFAT)					
12.	8910-01-E11-0550 HALF PINT Product code: _____	26,100	1/2 PT	_____	_____
13.	8910-01-E11-2180 (UNIT: GL)	310			
14.	8910-01-E11-3393 (UNIT: CO) BULK 5 GALLON BAG-IN-BOX CONTAINER Price per 5 GL BIB: _____ Product code: _____	600 910	GL	_____	_____
MILK, WHOLE, CHOCOLATE					
15.	8910-01-E11-0564 HALF PINT Product code: _____	6,100	1/2 PT	_____	_____
MILK, WHOLE, CHOCOLATE					
16.	8910-01-E11-0570 (UNIT: CO) BULK 5 GALLON BAG-IN-BOX CONTAINER Product code: _____	10	CO	_____	_____
MILK, CHOCOLATE FLAVORED, LOWFAT (1%)					
17.	8910-01-E11-2184 HALF PINT Product code: _____	23,400	1/2 PT	_____	_____

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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18. **8910-01-E11-2196 (UNIT: GL)** 925

19. **8910-01-E11-2644 (UNIT: CO)** 1,298

BULK 5 GALLON BAG-IN-BOX 2,223 GL _____

CONTAINER

Price per 5 GL BIB: _____

Product code: _____

**SOUR CREAM, CULTURED
OR ACIDIFIED**

20. **8910-01-E11-0610**

HALF PINT

530 1/2
PT

Product code: _____

**SOUR CREAM, CULTURED
OR ACIDIFIED**

21. **8910-01-E11-1700**

PINT

1,240 PT

Product code: _____

22. **8910-01-E11-3404**

5 LB CONTAINER

200 CO

Product code: _____

**COTTAGE CHEESE, LOWFAT,
SMALL OR LARGE CURD**

23. **8910-01-E11-3403**

5 LB CONTAINER

650 CO

Product code: _____

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	COTTAGE CHEESE, CREAMED, REGULAR, SMALL OR LARGE CURD				
24.	8910-01-E11-3402 5 LB CONTAINER Product code: _____	2,100	CO	_____	_____
	YOGURT, CHILLED, ASSORTED FLAVORS				
25.	8910-01-E11-4046 HALF PINT Product code: _____	80,000	^{1/2} PT	_____	_____
	GRAPE DRINK, CHILLED				
26.	8960-01-E11-1475 HALF PINT Product code: _____	600	^{1/2} PT	_____	_____
27.	8960-01-E11-1476 PINT Product code: _____	2,600	PT	_____	_____
28.	8960-01-E11-1479 GALLON Product code: _____	850	GL	_____	_____
	ORANGE DRINK, CHILLED				
29.	8960-01-E11-1648 PINT Product code: _____	5,150	PT	_____	_____
30.	8960-01-E11-1495 GALLON Product code: _____	910	GL	_____	_____

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
LEMON DRINK, CHILLED					
31.	8960-01-E11-3759 HALF PINT Product code: _____	350	1/2 PT	_____	_____
32.	8960-01-E11-3005 GALLON Product code: _____	1,200	GL	_____	_____
FRUIT PUNCH, CHILLED					
33.	8960-01-E11-1497 HALF PINT Product code: _____	3,000	1/2 PT	_____	_____
34.	8960-01-E11-1498 PINT Product code: _____	48,000	PT	_____	_____
35.	8960-01-E11-1501 GALLON Product code: _____	2,000	GL	_____	_____
ICE CREAM MIX, FRESH, LIQUID, SOFT SERVE, VANILLA					
36.	8910-01-E11-1600 HALF GALLON Product code: 5881	2,300	1/2 GL	_____	_____
ICE CREAM MIX, FRESH, LIQUID, SOFT SERVE, CHOCOLATE					
37.	8910-01-E11-1601 HALF GALLON Product code: 5883	3,600	1/2 GL	_____	_____

ESTIMATED TOTAL**GROUP I:** _____

<u>ITEM</u> <u>NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST.</u> <u>QTY.</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
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Fax number for electronic and manual orders: _____

Point of contact for ordering: _____

Telephone number: _____

GOVERNMENT QUALIFICATION: All items to be awarded in Group I will be awarded to one offeror.

OFFEROR QUALIFICATION: _____

The bulk milk/juice dispenser shall be a single service dispenser container (multi-gallon polyethylene bag) and shall be delivered in a single service shipping container (corrugated cardboard box) or a multi-service shipping container (plastic/metal holder/keeper case) which does not require a transferring of the single service dispenser container (polyethylene bag) to a holder/keeper case or dispenser case at point of use.

SECTION "F" - DELIVERY SCHEDULE

NOTE: FOR ALL DELIVERY LOCATIONS, DELIVERIES ARE NOT REQUIRED ON SUNDAYS OR NATIONAL LEGAL HOLIDAYS.

PRODUCT WILL BE TRUCK TAILGATE DELIVERED AND GOVERNMENT PERSONNEL WILL UNLOAD AND PLACE IN REFRIGERATED SPACES.

ANDREWS AFB, MD

<u>DELIVERY LOCATION:</u>	<u>TIME:</u>	<u>FREQUENCY:</u>
1) In-Flight Kitchen 1201 Arnold Avenue Andrews AFB, MD 20762	5:30 – 9:30 AM	5 days per week: Tue - Sat
2) Freedom Hall 1628 Brookley Avenue Andrews AFB, MD 20762	Same as above	Same as above
3) Liberty Hall 3763 Nevada Avenue Andrews AFB, MD 20762	Same as above	Same as above
4) Child Development Center 1 4575 Virginia Avenue Andrews AFB, MD 20762	Same as above	Same as above
5) Child Development Center 2 4783 San Antonio Blvd. Andrews AFB, MD 20762	Same as above	Same as above
6) Youth Center 4700 Yuma Road Andrews AFB, MD 20762	Same as above	Same as above

INVOICES ARE TO BE MAILED TO & PAYMENT WILL BE MADE BY:

Defense Finance & Accounting Service
DFAS-CO-SES
PO Box 182317
Columbus, OH 43218-6260

BOLLING AFB, WASHINGTON D.C.

<u>DELIVERY LOCATION:</u>	<u>TIME:</u>	<u>FREQUENCY</u>
211 Brookley Bldg. 1301 Bolling AFB, D.C. 20332	5:30 – 9:30 AM	Tue - Sat

INVOICES ARE TO BE MAILED TO & PAYMENT WILL BE MADE BY:

Defense Finance & Accounting Service
DFAS-CO-SES
PO Box 182317
Columbus, OH 43218-6260

<u>DELIVERY LOCATION:</u>	<u>TIME:</u>	<u>FREQUENCY</u>
Malcolm Grow Medical Center 1050 Perimeter Road Bolling AFB, D.C. 20332	5:30 – 9:30 AM	Tue - Sat

INVOICES ARE TO BE SENT TO AND PAYMENT WILL BE MADE BY:

Defense Finance & Accounting Service
DFAS-CO-SES
PO Box 182317
Columbus, OH 43218-6260
Attn: Jessica Bustos

MCB QUANTICO, VA**DELIVERY LOCATION:****TIME:****FREQUENCY:****MAIN SIDE:**

- | | | |
|--------------------------------|---|----------------------------|
| 1) Dining Facility
No. 5000 | 6 AM – 9 AM
(to be completed by 9AM) | 5 days per week, Mon - Fri |
| 2) Dining Facility
No. 3247 | Same as above | Same as above |
| 3) Dining Facility
No. 2109 | Same as above | Same as above |
| 4) Dining Facility
No. 2000 | Same as above | Same as above |

CAMP BARRETT:

- | | | |
|---------------------------------|---|----------------------------|
| 1) Dining Facility
No. 27219 | 6 AM – 11 AM
(to be completed by 11AM) | 5 days per week, Mon - Fri |
| 2) Dining Facility
No. 24002 | Same as above | Same as above |
| 3) Dining Facility
No. 24165 | Same as above | Same as above |

INVOICES ARE TO BE MAILED TO & PAYMENT WILL BE MADE BY:

Defense Finance & Accounting Service
DFAS-CO-SES
PO Box 182317
Columbus, OH 43218-6260

HQMC HENDERSON HALL ARLINGTON, VA**DELIVERY LOCATION:****TIME:****FREQUENCY:**

Headquarters Marine Corp
HQBM/HQMC
Henderson Hall
Arlington, VA 22214

9 AM – 10 AM

3 days per week: Tue/Thu/Sat

INVOICES ARE TO BE MAILED TO & PAYMENT WILL BE MADE BY:

Defense Finance & Accounting Service
DFAS-CO-SES
PO Box 182317
Columbus, OH 43218-6260

MARINE BARRACKS, WASHINGTON DC**DELIVERY LOCATION:****TIME:****FREQUENCY:**

Marine Barracks
8th & I Streets, SE
Washington, DC 20390

6 AM – 7 AM

3 days per week: Mon/Wed/Fri

INVOICES ARE TO BE MAILED TO & PAYMENT WILL BE MADE BY:

Defense Finance & Accounting Service
DFAS-CO-SES
PO Box 182317
Columbus, OH 43218-6260

ST. ELIZABETH'S HOSPITAL, WASHINGTON DC**(NOTE: non-STORES customer)**

DELIVERY LOCATION:	TIME:	FREQUENCY
Commission on Mental Health Services Dietetic Services Branch, CT Kitchen 2700 Martin Luther King Jr. Avenue, SE Washington, DC 20032	6 AM – 8 AM	3 days per week, Mon/Wed/Fri

Point of contact: Paula C. Dersch
202-373-6955

INVOICES ARE TO BE MAILED TO PAYMENT WILL BE MADE BY:

Defense Finance & Accounting Service
DFAS-CO-SES
PO Box 182317
Columbus, OH 43218-6260

FT. GEORGE G. MEADE, MD

DELIVERY LOCATION:	TIME:	FREQUENCY
1) Bldg. 8545 6 th Arm Cav Rd	6 – 6:30 AM	6 days per week: Mon – Sat
2) Bldg. 8610 6 th Arm Cav Rd	Same as above	Same as above

INVOICES ARE TO BE MAILED TO & PAYMENT WILL BE MADE BY:

Defense Finance & Accounting Service
DFAS-CO-SES
PO Box 182317
Columbus, OH 43218-6260

HOUSE OF FOUR HATS

DELIVERY LOCATION:	TIME:	FREQUENCY
House of 4 Hats 694 IG MSS/SVF 9829 Love Road Ft. Meade, MD 02755-5260	Same as above	Same as above

INVOICES ARE TO BE MAILED TO & PAYMENT WILL BE MADE BY:

Defense Finance & Accounting Service
DFAS-CO-SES
PO Box 182317
Columbus, OH 43218-6260

USNS ANNAPOLIS, MD

DELIVERY LOCATION:	TIME:	FREQUENCY
US Naval Station General Mess Bldg. 46, Bennion Road Annapolis, MD 21402	6:30 AM – 11 AM	3 days per week: Mon/Wed/Fri

INVOICES ARE TO BE MAILED TO & PAYMENT WILL BE MADE BY:

Defense Finance & Accounting Service
DFAS-CO-SES
PO Box 182317
Columbus, OH 43218-6260

NAS PATUXENT RIVER, MD (MORALE, WELFARE & RECREATION)
(NOTE: non-STORES customer)

DELIVERY LOCATION:**TIME:****FREQUENCY:**

Patuxent Landing
Bldg. 467
Naval Air Station
Patuxent River, MD 20670
POC: Richard Winters

7 AM – 12 noon

3 days per week: Mon/Wed/Fri

Child Development Center
Bldg. 433
Naval Air Station
Patuxent River, MD 20670
POC: Agnes Crofton

7 AM – 10 AM

2 days per week, Tue & Thu

NAS PATUXENT RIVER, MD (MORALE, WELFARE & RECREATION)**(NOTE: non-STORES customer) (continued)**

<u>DELIVERY LOCATION:</u>	<u>TIME:</u>	<u>FREQUENCY</u>
Cedar Point Officer's Club Bldg. 461 Food Dept. Naval Air Station Patuxent River, MD 20670 POC: Lanie Scott	7:30 – 9:30 AM	3 days per week, Mon/Wed/Fri

INVOICES ARE TO BE MAILED TO AND PAYMENT WILL BE MADE BY:

Morale, Welfare & Recreation
Bldg. 423
Naval Air Station
21976 Bundy Road
Patuxent River, MD 20670-1129

Telephone: 301-342-0949 or 3522

NOTICE

Page 30 is provided as a sample of a STORES order. The information cited in 1 through 5 on the sample are the elements necessary on every vendor invoice for prompt payment by DFAS Columbus, OH.

These elements must be contained on every invoice submitted for payment by the vendor for all STORES orders:

1. **CONTRACT NUMBER** – i.e. SP0300-00-D-V222 (on attached sample). This number will remain constant through the life of the contract. Note: the contract number will be different from the solicitation number (SP0300-00-R-D4024). Do not use the solicitation number.
2. **CALL NUMBER** – i.e. 274B. This is the Julian date of the purchase order. This number will change with every order.
3. **LEAD CLIN NO.** – i.e. 308. This is the line item number on the purchase order. This number will change with every order.
4. **PURCHASE ORDER NUMBER** – i.e. M1115092743186. This number will change with every order.
5. **REQUIRED DELIVERY DATE (RDD)** – i.e. 10/4/99. This date will change with every order.

Please note that the sample attached is for information purposes only. Each STORES order will contain similar information. Contractor is responsible for extracting the correct information from the STORES order for use on each invoice.

DSCP will not take responsibility for any invoice submitted to DFAS for payment without this information.

GROUP I: WALTER REED MEDICAL CENTER, WASHINGTON D.C.**DELIVERY LOCATION:****TIME:****FREQUENCY:**

Walter Reed Medical Center
6825 Georgia Avenue
Washington, DC
P.O.C. Young Shin 301-496-4981

6 AM – 8 AM 5 days per week: Mon - Fri

INVOICES ARE TO BE MAILED TO AND PAYMENT WILL BE MADE BY:

Defense Finance and Accounting Service
DFAS-CO-SES
PO Box 182317
Columbus, OH 43218-6260

FRESHNESS REQUIREMENTS FOR DAIRY PRODUCTS:

A. Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice and at a minimum:

1. Milk, Whipping Cream (fresh), Cream (fresh), Eggnog and Half and Half (fresh) must be delivered within 72 hours after pasteurization:
2. Half and Half (ultra-pasteurized), and Buttermilk must be delivered within 96 hours after pasteurization.
3. Whipping Cream (ultra-pasteurized) and Cream (ultra-pasteurized) must be delivered within 14 days after packaging:
4. Cottage Cheese, cultured, normal shelf life, must be delivered within 4 days after date of packaging, Cottage Cheese, acidified, normal shelf life, must be delivered within 5 days after date of packaging, Cottage Cheese, cultured or acidified, extended shelf life, must be delivered within 7 days after date of packaging:
5. Sour Cream must be delivered within 7 days after pasteurization:
6. Ice Milk Mix, fresh (soft serve), Milk Shake Mix, fresh (direct draw) must be delivered within 120 hours after manufacture:
7. Yogurt, must not be older than 21 days from the date of pack.
8. Ice Cream must be delivered within 120 days after manufacturing and packaging except for novelties which will be delivered within 180 days after manufacturing and packaging.

PACKAGING, PACKING, AND LABELING:

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

B. All items must be identified with readable dates (open code dates), or coded dates. Contractors who do not use open dating will provide a product code number key listing. The product code number key listing shall explain the actual date of production or processing. Copies of key-code listing will be furnished to each destination receiving officer and each destination inspection agency with the first delivery.

**** ADDITIONAL ITEMS ****

THE CUSTOMERS WILL BE ABLE TO ADD ADDITIONAL MILK ITEMS TO THIS CONTRACT AFTER THE DATE OF AWARD. THE PRICE OF THE ITEM MUST BE DETERMINED BY THE CONTRACTING OFFICER TO BE FAIR AND REASONABLE. ITEMS WILL BE ADDED TO THE STORES CATALOG WITHOUT A WRITTEN MODIFICATION TO THE CONTRACT. IN ANY CASE, THESE ITEMS **MAY NOT** INCREASE THE ORIGINAL DOLLAR VALUE OF THE CONTRACT BY MORE THAN 25%.

**** ADDITIONAL CUSTOMERS ****

ADDITIONAL DOD AND NON-DOD CUSTOMERS LOCATED IN THE SAME DISTRIBUTION AREA AS THE SUCCESSFUL CONTRACTOR MAY BE ADDED TO THE CONTRACT, BASED ON A MUTUALLY AGREED UPON IMPLEMENTATION PLAN. THE ADDITIONAL CUSTOMER (S) CAN NOT INCREASE THE DOLLAR VALUE OF THE CONTRACT BY MORE THAN 25% IN TOTAL.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)**(a) North American Industry Classification System (NAICS) Code and Small Business Size Standard.**

The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of Offers.

Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for Acceptance of Offers.

The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product Samples.

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple Offers.

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

52.212-1 (continued)**(f) Late Submissions, Modifications, Revisions, and Withdrawals of Offers.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

52.212-1 (continued)**(g) Contract Award** (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple Awards.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of Requirements Documents Cited in the Solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

- (A) By telephone at (215) 697-2667/2179; or
- (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

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(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number.

(Applies to offers exceeding \$25,000.)

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

The following paragraphs of 52.212-1 are amended as indicated below:

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL
--

1. Paragraph (b), Submission of Offers.

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, handcarried or faxed (when authorized).

- ☐ Faxed offers are NOT authorized for this solicitation.
- ☐ Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Paragraph (c), Period for Acceptance of Offers.

- ☐ Period of acceptance is _____ days.

3. Paragraph (e), Multiple Offers.

- ☐ Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. Paragraph (h), Multiple Awards.

- ☐ The Government intends to make one award.
- ☐ Offers may be submitted for quantities less than those specified.

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical and past performance, when combined are:

- ☐ Significantly more important than cost or price
- ☐ Approximately equal to cost or price
- ☐ Significantly less important than cost or price

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (APR 2002) ALTERNATE I (APR 2002)**(a) Definitions.** As used in this provision:

“Emerging Small Business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the North American Industry Classification System (NAICS) code designated.

“Forced or Indentured Child Labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-Disabled Veteran-Owned Small Business Concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small Business Concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-Owned Small Business Concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-Owned Business Concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-Owned Small Business Concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).

(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

52.212-3 (continued)

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government.

(4) Type of Organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common Parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small Business Concern.

The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-Disabled Veteran-Owned Small Business Concern.*

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

52.212-3 (continued)

(4) *Small Disadvantaged Business Concern.*

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-Owned Small Business Concern.*

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(6) *Women-Owned Business Concern (other than small business concern).*

[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie Bid Priority for Labor Surplus Area Concerns.*

If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.*

[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]

The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees

☐ 50 or fewer

☐ 51 - 100

☐ 101 - 250

Average Annual Gross Revenues

☐ \$1 million or less

☐ \$1,000,001 - \$2 million

☐ \$2,000,001 - \$3.5 million

52.212-3 (continued)

☐ 251 - 500

☐ 501 - 750

☐ 751 - 1,000

☐ Over 1,000

☐ \$3,500,001 - \$5 million

☐ \$5,000,001 - \$10 million

☐ \$10,000,001-\$17 million

☐ Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.*

The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.*

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]*

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

52.212-3 (continued)

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American

(American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American

(persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia

(Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American

(persons with origins from India, Pakistan, Bangladesh, Sri Lanka,

Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance.

The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance.

The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate.

(The certificate in DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to 52.212-3.)

(g) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate.

(The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

52.212-3 (continued)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state

antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Products.

Listed End Product	Listed Countries of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(2) Certification.

(If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

**52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS
(FEB 2002)****(a) Inspection/Acceptance.**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) within a reasonable time after the defect was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment.

The Contractor or its assignee may assign its rights to receive payment as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes.

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes.

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable Delays.

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

52.212-4 (continued)

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN)> The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent Indemnity.

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will

make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of Loss.

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

52.212-4 (continued)

(k) Taxes.

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's Convenience.

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for Cause.

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title.

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty.

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of Liability.

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other Compliances.

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with Laws Unique to Government Contracts.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

52.212-4 (continued)

(s) Order of Precedence.

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) the schedule of supplies/services;
- (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) the clause at 52.212-5;
- (4) addenda to this solicitation or contract, including any license agreements for computer software;
- (5) solicitation provisions if this is a solicitation;
- (6) other paragraphs of this clause;
- (7) the Standard Form 1449;
- (8) other documents, exhibits, and attachments; and
- (9) the specification.

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (i), Payment.

[] Delete the 1st sentence and substitute the following: **Fast Payment** procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001) (DEVIATION)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) **52.222-3**, Convict Labor (E.O. 11755).
- (2) **52.225-13**, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) **52.233-3**, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ___ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) **52.219-3**, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ___ (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ___ (4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ___ (4)(ii) **Alternate I** to 52.219-5.
- ___ (4)(iii) **Alternate II** to 52.219-5.
- ___ (5) **52.219-8**, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ___ (6) **52.219-9**, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ___ (7) **52.219-14**, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ___ (8)(i) **52.219-23**, Notice of Price evaluation Adjustment for Small Disadvantaged Business Concerns (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (8)(ii) **Alternate I** of 52.219-23.

- ___ (9) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, And 10 U.S.C. 2323).
- ___ (10) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (11) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (E.O. 13126).
- ___ (12) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- X (13) **52.222-26**, Equal Opportunity (E.O. 11246).

52.212-5 (continued)

- ___ (14) **52.222-35**, Equal Opportunity for Special Disabled Veterans,
Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ___ (15) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ___ (16) **52.222-37**, Employment Reports on Special Disabled Veterans,
Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ___ (17)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (17)(ii) **Alternate I** of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- Paragraphs (18) through (20) are not applicable and have been deleted.*
- ___ (21) **52.225-13**, Restriction on Certain Foreign Purchase (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) **52.225-15**, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) **52.225-16**, Sanctioned European Union Country Services (E.O. 12849).
- ___ (24) **52.232-33**, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) **52.232-36**, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a)
- ___ (28)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (28)(ii) **Alternate I** of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ___ (1) **52.222-41**, Service Contract Act of 1965, as amended

(41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (See DoD Class Deviation Number 2000-00006).

- ____ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

52.212-5 (continued)

(d) Comptroller General Examination of Record.

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—

- (1) **52.222-26**, Equal Opportunity (E.O. 11246);
- (2) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the

- Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996);
- and
- (5) **52.222-41**, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001) DFARS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ **52.203-3** Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___ **252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

X **252.206-7000** Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).

___ **252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ **252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

X **252.225-7001** Buy American Act and Balance of Payments Program (MAR 1998) 41 U.S.C. 10a-10d, E.O. 10582).

___ **252.225-7007** Buy American Act--Trade Agreements--Balance of Payments Program(SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

X **252.225-7012** Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 2241 note).

___ **252.225-7014** Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).

___ **252.225-7015** Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).

___ **252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

___ **252.225-7021** Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ **252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (MAR 1998)(22 U.S.C.2779).

___ **252.225-7028** Exclusionary Policies and Practices of Foreign Governments (DEC 91)(22 U.S.C. 2755).

___ **252.225-7029** Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

___ **252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (___Alternate I) (SEP 1999) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).

___ **252.227-7015** Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).

___ **252.227-7037** Validation of Restrictive Markings on Technical Data (SEP 1999) (10U.S.C. 2321).

X **252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

252.212-7001 (continued)

___ **252.247-7023** Transportation of Supplies by Sea (MAR 2000) (___Alternate I) (MAR 2000) (___Alternate II) (MAR 2000) (10 U.S.C. 2631).

X **252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10U.S.C. 2631).

52.212-9000 CHANGES – MILITARY READINESS (MAR 2001) DLAD

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency

Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change—

- (1) the method of shipment or packing, and
- (2) the place of delivery.

If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency Operation” means a military operation that—

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or Peacekeeping Operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302(8) and 41 U.S.C. 259(d)(2)(B)).

**252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
DFARS****(a) Definitions.**

As used in this clause--

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.dla.mil/j-3/j-336/icps.htm> **OR** <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>.

The following Additional Provisions are set forth in FULL TEXT:

52.233-9000 AGENCY PROTESTS (SEPTEMBER 1996) DLAD

Companies protesting this procurement may file a protest 1) with the Contracting Officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the contracting officer. Protests filed with the activity should be addressed to the contracting officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The contracting officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision on the initial protest; it is not a review of a contracting officer's decision on a protest filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.procregs.hq.dla.mil/icps.htm>.

The following changes are applicable to clause 52.212-1 *INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (NOV 1999)*

Paragraph (c) *Period of Acceptance of Offers*

delete 30 calendar days and insert 90 calendar days.

Paragraph (d) *Product Samples*, is deleted in its entirety.

Paragraph (e) *Multiple Offers*, is deleted in its entirety.

Paragraph (h) *Multiple Awards*, is deleted in its entirety.

The following provisions/clauses when checked are incorporated by reference:

Number

<u>X</u> 52.203-3	<i>GRATUITIES (APR 1984)</i>
<u>X</u> 52.204-6	<i>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)</i>
<u>X</u> 252.204-7001	<i>COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999) DFARS</i>
<u>X</u> 252.204-7004	<i>REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998) DFARS</i>
<u> </u> 52.213-1	<i>FAST PAYMENT PROCEDURES (FEB 1998) (For ships only)</i>
<u>X</u> 52.215-5	<i>FACSIMILE PROPOSALS (OCT 1997)</i>
<u>X</u> 52.216-1	<i>TYPE OF CONTRACT (APR 1984) Insert Type of Contract – Firm Fixed price, Indefinite Quantity (For Milk add with EPA clause)</i>
<u>X</u> 252.217-7018	<i>CHANGE IN PLANT LOCATION -- BAKERY AND DAIRY PRODUCTS</i>
	<i>(DEC 1991) DFARS delete paragraph (b)</i>
<u>X</u> 252.217-7019	<i>SANITARY CONDITIONS (DEC 1991) ALTERNATE 1 (DEC 1991) DFARS</i>
<u> </u> 52.219-6	<i>NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUL 1996)*</i>
<u>X</u> 52.222-24	<i>PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (APR 1984) (Deviation)</i>
<u>X</u> 52.232-18	<i>AVAILABILITY OF FUNDS (APR 1984)</i>
<u>X</u> 52.245-4	<i>GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)</i>
<u>X</u> 52.247-34	<i>F.O.B. DESTINATION (NOV 1991)</i>

Clause 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, paragraph (c), line 3 delete only and insert 50% or more

The following provisions/clauses are set forth in full text.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

☐ **intends** ☐ **does not intend** (*check applicable block*) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Status Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent	Item	Business Size
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52.211-9P38 PLACE OF PERFORMANCE (JAN 1992) DSCP

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation (52.214-14 or 52.215-6) information pertinent to the place of performance. Failure to furnish this information with the offer may result in rejection of the offer.

(b) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 05 MAY 03 through 30 APR 04 **EXCEPT THAT WHEN THE CITED COMMENCEMENT DATE FALLS ON A NON-WORKDAY, ORDERS MAY BE PLACED ON THE WORKDAY IMMEDIATELY PRECEDING.**

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

THE FOLLOWING APPLIES TO NON-STORES CUSTOMERS ONLY

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. The authorized ordering officer or the duly authorized representative of any base/activity shown in the delivery schedule of this contract is hereby authorized to order from the contract. Oral delivery orders are permitted and will be promptly confirmed in writing by the authorized ordering officer or the duly authorized representative.

OR

Oral delivery orders may be consolidated into a single confirming written delivery order and the original furnished to the contractor on the 15th and 30th of each month, but in no event later than the 30th day subsequent to the oral order. Only the contractor may elect which alternative method of confirmation is to be employed under the contract. Notice of its election must be orally provided to the ordering officer.

52.216-9P06 ORDER LIMITATIONS (OCT 1995) DSCP

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25.00, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) The delivery order(s) shall specify delivery(ies) no less than 48 hours from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor no less than 24 hours notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

52.242-9P18 MAILING ADDRESS FOR PAYMENT (JAN 1992) DSCP (FOR PAYMENT MADE BY OTHER THAN EFT)

Offeror shall indicate below the address to which payment should be mailed, if such address is different from that shown by the offeror on page 1 of this solicitation.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 03 MAY 04.

**52.217-9P16 EFFECTIVE PERIOD OF CONTRACT - INDEFINITE DELIVERY
CONTRACT**

(JAN 1992) DSCP

The effective period of this contract is from 07 MAY 03 thru 03 MAY 04.

AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

PHONE NUMBER:

FAX NUMBER:

52.209-9P07 PRE-AWARD PLANT SURVEY (JAN 1992) DSCP

To determine the responsibility of prospective contractors, the Government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the Government is prevented from making such survey by offeror or its proposed sub-contractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery and tooling.

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government, or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the government amounts to \$100 or more. The rights and remedies of the Government provided in the clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

*52.214-9P06 ROUNDING OFF OF OFFER AND AWARD PRICES (JAN 1992)
ALTERNATE 1 (FEB 1998)
DSCP*

Unit prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offers containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows:

\$0.101 to \$0.104 = \$0.10

\$0.105 to \$0.109 = \$0.11

\$0.111 to \$0.114 = \$0.11

\$0.115 to \$0.119 = \$0.12, etc.

52.215-9P05 ALL-OR-NONE OFFERS (JAN 1992) DSCP

All-or-none offers combining requirements listed in one solicitation with requirements listed in any other individually numbered solicitation will not be accepted. In addition, when less than the total line items of a solicitation are identified as being set aside for small business firms and the balance of the requirements are unrestricted, offers will be evaluated separately for the set-aside and unrestricted portions. Offers combining set-aside items with unrestricted items on an all-or-none basis must be low on both the set-aside and the unrestricted portion to be eligible for award.

52.215-9P07 STATE MINIMUM PRICE REGULATION (JAN 1992) DSCP

Acquisitions financed by appropriated funds are made under authority of Chapter 137, Title 10 USC, and the Defense Federal Acquisition Regulation Supplement (DFARS). Pursuant to *Paul vs. United States* decided by the Supreme Court of the United States on 14 January 1963, state minimum distributor price regulations with respect to milk or milk products are not applicable to such acquisitions.

52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER(S) (AUG 1992) DSCP

Delivery Orders issued against this Indefinite Delivery Contract shall be administered by the person who placed the order on behalf of the Government, i.e., the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency or activity may reprocure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency or activity can take these particular procurement actions. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions, which were processed under the IDC.

52.217-9P04 SPECIAL PROVISIONS FOR BULK MILK DISPENSING EQUIPMENT (JAN 1992) DSCP

(a) General. Regulations require that the cost to the Government for bulk milk dispensing equipment must be identified and paid for from a different fund than the milk itself. Accordingly, unit and extended prices on each offered item requiring the furnishing of bulk milk dispensing equipment will be broken down and will state separately (1) the charge for the milk itself, and (2) the charge for the bulk milk dispensing equipment called for by that item. The dispensing equipment charge will include the cost of furnishing, installing, servicing, maintaining and removing such equipment.

Evaluation of offers will be based on the total charge for each such item. By submission of this offer, the offeror certifies that the separate charges entered for such items represent the true and accurate charges for the milk and bulk milk dispensing equipment, and that the price offered for milk does not include any cost on account of bulk milk dispensing equipment. Dispensing equipment charge will be the per-gallon rate for equipment and services.

(b) Invoices. Invoices covering items requiring the furnishing of bulk milk dispensing equipment must show separately for each such item the charge for the milk product furnished and the applicable charge for the bulk milk dispensing equipment.

(c) Computations. (Applicable only in contracts which contemplate the use of both government- furnished and contractor-furnished dispensers.)

(1) Basic. To the extent both government-furnished and contractor-furnished equipment is to be used in the dispensing of bulk milk required under this contract, the following dispenser charge procedures shall apply. In each case, the Government shall give written notice to the contractor stating which of the consumption points will employ contractor-furnished dispensers exclusively. Such points shall be called "Contractor Dispenser Points".

(2) Central Deliveries. Where bulk milk is delivered to a central delivery point for redistribution by the Government both to Contractor Dispenser Points and to other consumption points, data shall be furnished by such central delivery point to the contractor stating the gallonage issued during the invoice period to Contractor-Dispenser Points. Such data shall be the basis of invoicing dispenser charges.

(3) Direct Deliveries. Where bulk milk is delivered to Contractor Dispenser Points directly by contractor, delivery receipt data applicable to such points shall be that basis of such invoicing.

(4) Mixed-Equipment Points. Where bulk milk is delivered either directly or through a central delivery point to any consumption point where any or all of the dispensers are furnished by the Government, no dispenser charges shall be applicable to, such milk, except as provided below.

Contractor shall not be required to furnish dispensers at any consumption point where any Government dispensers are located, except as provided below.

(5) Urgency Exception. Where urgent requirements, as determined by the ordering officer, necessitate the use of both government and contractor-furnished dispensers at the same consumption point, the minimum number of contractor-furnished dispensers shall be ordered in writing only and supplied to such point. In such case, dispenser charges (per line item) shall apply to that proportion of the bulk milk delivered to such point which corresponds to the proportion of contractor-furnished dispenser spigots to the total number of spigots at such point. (For example: If half the number of spigots used in dispensing chocolate milk at that point are contractor-furnished, half of the chocolate milk gallon age there shall be subject to the dispenser charge).

52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT***TERM EXTENSION (JAN 1992) ALTERNATE I (JUL 1996) DSCP***

- (a) By submitting an offer, the offeror accepts the option provision(s)/clauses contained herein. Offers which take exception to the option provision/clauses will be deemed non –acceptance of the option and will result in rejection of the offeror's entire bid/proposal.
- (b) Offers will be evaluated on base year pricing. If the option is exercised by the government, the option unit pricing for the first quarter of the option will be the final base year unit price plus or minus the Economic Price Adjustment (EPA) calculated based on the previous quarter. Economic Price Adjustments will continue on a quarterly basis for the duration of the option period in accordance with 52.216-9P15.
- (c) The contracting officer may extend the term of this contract for ONE additional 1 year period(s) by written notice to the contractor within the time specified in the Schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the Government to an extension.
- (d) Performance under the option period shall continue at the same performance level specified for the basic contract.
- (e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.
- (f) The option is deemed exercised when mailed or otherwise furnished to the contractor.
- (g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply. The modification exercising the option will also modify DSCP clause 52.217-9P16, Effective Period of Contract – Indefinite-Delivery, Indefinite-Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.
- (h) The total duration of any options exercised under this clause, shall not exceed ONE YEAR.
- (i) The following provisions apply only to negotiated acquisitions:
 - (1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.804-1.
 - (2) Prior to the award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.804-1.

*52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP**(a) Food Establishments.*

(1) Establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor **certifies in writing** that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the Contracting Officer and provide a new source of supply.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments."

(i) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a State milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers," published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service," Public Health Service Publication No. 229.

(ii) "Dairy Plants Surveyed and Approved for USDA Grading Service," published by Dairy Division, Grading Branch, AMS, USDA.

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," or other publication, but will remain subject to inspection approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

(i) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i) above).

(4) Subsistence items, other than those exempt from listing in the U.S. Army Health Services Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," bearing labels reading "Distributed by," etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the Government shall have the right to terminate the contract in accordance with the "Termination For Cause" clause of the contract.

(b) Delivery Conveyances

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. The delivery conveyances shall be subject to inspection by the Government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

**52.216-9P15 ECONOMIC PRICE ADJUSTMENT (EPA) – ESTABLISHED
MARKET PRICE (MAR 2000) DSCP**

(a) To the extent that contingent cost increases are provided for by this clause, the contractor warrants that prices included in the contract do not include any amount to protect against such contingent cost increases.

(b) This EPA clause applies to Skim Milk and Butterfat Fluid Milk Products classified as Class I Milk only (i.e., whole milk, fat-free milk, lowfat milk, light milk, reduced fat milk, milk drinks, eggnog and cultured buttermilk, including any such beverage products that are flavored, cultured, modified with added nonfat milk solids, sterilized, concentrated, or reconstituted. As used in this paragraph, the term concentrated milk means milk that contains not less than 25.5 percent, and not more than 50 percent, total milk solids). Any package sizes other than gallons will be pro-rated based upon the price adjustment per gallon.

(c) Class I milk, as described in this clause, is subject to the regulations of the United States Department of Agriculture under the Federal Milk Marketing Orders.

(d) The economic indicator for the purpose of prospective adjustments to contract prices under this clause shall be the Class I price [(Base Skim Milk Price for Class I times 0.965) plus (Advanced Butterfat Pricing Factor times 3.5)] in the

Announcement of Advanced Prices and Pricing Factors released by the U.S. Department of Agriculture, Agricultural Marketing Service, Dairy Programs. The Announcement is released on the Friday before the 23rd of the month unless the 23rd of the month falls on a Friday in which case, Friday the 23rd will be the release date.

(e) Price adjustments shall be based on the following:

(1) The “base price” for the purpose of the initial adjustment calculation under this clause shall be the current month price of the economic indicator in effect at

(i) the closing date for proposals, if no discussions are held, or

(ii) the due date for final proposal revisions, if discussions are held.

The “base price” for each subsequent monthly adjustment calculation shall be the adjusting price from the previous month.

(2) The “adjusting price” shall be the monthly price of the economic indicator released following the month used to determine the “base price”.

(f) For the purpose of price adjustments pursuant to this clause:

(1) Adjustments will be made in increments of \$0.01 per gallon when and only when the change per gallon in either direction is equal to or greater than +/- \$0.0100.

(2) Adjustments in excess of \$0.0100 per gallon and in excess of \$0.0050 for units other than a gallon (i.e., half gallon, quart, pint and half pint) will be rounded to two decimal places to accommodate systems requirements of the Subsistence Total Order Receipt Electronic System (STORES), as follows:

\$0.0050 to \$0.0099 = \$0.01

\$0.0100 to \$0.0149 = \$0.01

\$0.0150 to \$0.0199 = \$0.02

\$0.0200 to \$0.0249 = \$0.02

\$0.0250 to \$0.0299 = \$0.03, etc.

(3) One hundred weight (CWT) as used in the price of the economic indicator equates to 11.63 gallons of milk deliverable under this contract.

(g) Promptly following release of the Announcement of Advanced Prices and Pricing Factors applicable to the following month, the contracting officer shall compute the adjustments, if any, to the current contract prices for the purpose of determining any revised prices applicable to orders for the next month in the manner detailed below:

(1) Compute adjusting price.

(2) Compute base price.

(3) Compute change from base price.

(4) Convert the price change to price per gallon.

(5) Compute price change for other units other than a gallon.

(6) Round price adjustment(s) from lines (4) and (5) to nearest \$0.01 increment (see paragraph (f)(2)).

(7) Compute adjusted contract unit price(s).

The following sample price computation is an illustration using January as the Base Price and February as the Adjusting Price.

(1) Adjusting Price			
Base Skim Milk Price for Class I	\$7.72 CWT X	\$ 7.4498	
	0.965		
Advanced Butterfat Pricing	\$0.9302 LB X	<u>\$ 3.2557</u>	
Factor	3.5		
Class I Price		\$10.7055	
(2) Base Price			
Base Skim Milk Price for Class I	\$7.72 CWT X	\$ 7.4498	
	0.965		
Advanced Butterfat Pricing	\$0.9854 LB X	<u>\$ 3.4489</u>	
Factor	3.5		
Class I Price		\$10.8987	
(3) Change from Base Price per CWT		(\$0.1932)	
(4) Price change per gallon			
Line (3) divide by 11.63		(\$0.0166)	
gallons/cwt			
(5) Price change per half gallon		(\$0.0083)	
Price change per quart		(\$0.0042)	
Price change per pint		(\$0.0021)	
Price change per half pint		(\$0.0010)	
(6) Price adjustment per gallon		(\$0.02)	
Price adjustment per half gallon		(\$0.01)	
Price change per quart		\$0.00	
Price change per pint		\$0.00	
Price change per half pint		\$0.00	
(7) Adjusted contract unit price			
Item per gallon (Current Unit			
Price - \$0.02)			
Item per half gallon (Current			
Unit Price - \$0.01)			
Item per quart (No adjustment)			
Item per pint (No adjustment)			
Item per half pint (No			
adjustment)			

(h) Revised prices will become effective on the 1st Sunday of the next month and will remain in effect until the next price change occurs.

(i) Price adjustments pursuant to this clause will not be made by contract modifications. Adjustments will be implemented by the government as follows:

(1) The adjusted contract unit price(s) for the following month will be input in STORES,

(2) A facsimile transmission will be sent to contractors who do not have electronic access, and

(3) The calculations used to derive the adjusted contract unit price(s) for the following month will be posted on the Internet at <http://www.dscp.dla.mil/subs/milk-epa/milk-epa.htm>.

(j) Any pricing actions pursuant to the “changes” clause or other provisions of the contract will be priced as though there were no provision for economic price adjustment.

(k) The aggregate of the increases in any contract unit price under this clause shall not exceed 30% of the original contract unit price. If at any time during the term of the contract, a proposed economic price adjustment will exceed this ceiling, either party may cancel the contract effective 60 days after receipt of written notice of the cancellation. In the event a written notice of cancellation is given, the price of the contract prior to the notice of cancellation will be applied from receipt of the notice until the date of cancellation. There is no percentage limit on downward adjustments under this clause.

(l) In the event, publication of the economic indicator is discontinued or its method of calculation substantially altered so that it no longer reflects market prices, the parties shall mutually agree upon an appropriate substitute for price adjustment(s) under this clause.

(m) Any dispute arising under this clause is subject to the “disputes” clause of the contract.

52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT - WHOLESOME MEAT ACT (JAN 1992) DSCP

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations there-under. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,
(2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The Government shall have six months from the date of delivery of the supplies to the Government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the Government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor or deduct from the contract price a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore, provided that if the supplies are seized under either Act, such seizure, at Government option shall be deemed a return of supplies within the meaning of this clause and thereby allow the Government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "Disputes."

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

52.247-9P24 F.O.B. DESTINATION (JAN 1992) DSCP

Unless otherwise indicated in the individually numbered solicitation, only F.O.B. destination offers will be considered. Offers other than F.O.B. destination will be rejected.

52.247-9P26 EVALUATION OF OFFERS (JAN 1992) DSCP

(a) Offers for less than the total estimated quantity of any single line item will not be considered.

(b) Any offer that is conditioned or qualified by stipulation that the offer is to be considered only if prior to the date of award, the offeror receives (or does not receive) an award under another procurement, will be rejected.

(c) Offerors are encouraged to offer on each and every item. When the offeror is not itself a producer of an item(s) arrangements may be made to obtain such item(s) from other approved sources.

(d) Unless otherwise specified in the solicitation, single line items may be awarded in the best interest of the Government unless offers are specifically qualified. However, in addition to these factors, low offers on the individual items from offerors who fail to offer on all items may be foregone by the Government if acceptance (1) would prevent the Government from obtaining the majority of its needs for the majority of items under the solicitation and (2) would force the Government into a second procurement for items left unawarded.

NOTICE TO OUR VALUED SUPPLIERS

THE FOLLOWING ATTACHED FORMS REQUIRE INFORMATION TO BE FURNISHED BY EACH OFFEROR.

ANY QUESTIONS MAY BE DIRECTED TO THE CONTRACT SPECIALIST AT THE TELEPHONE NUMBER ON PAGE 1, BLOCK 7.

1. COMPLETE PAGE 1, BLOCKS 17a, 30 a,b,c
2. COMPLETE ALL “**SCHEDULE**” SHEETS (OFFERED PRICES)
3. COMPLETE “**OFFEROR QUALIFICATIONS**” AND **ORDERING AND PAYMENT/INVOICE POINTS OF CONTRACT AND TELEPHONE NUMBERS**
LOCATED AT THE END OF EACH GROUP
4. COMPLETE THE FOLLOWING CLAUSES:

52.212-3

252.212-7000

52.215-6

52.242-9P18

LIST THE AUTHORIZED NEGOTIATORS

NOTE: The requirements for Clause 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212) mandate annual reporting of certain statistics on a form titled “Federal Contractor Veterans’ Employment Report VETS-100.”

NOTE: All offerors are required to submit a **Wholesale Price List** with their offer.

SUBMIT THE FOLLOWING CODES:

CAGE CODE: _____

DUNS #: _____